

FELTON T. NEWELL (State Bar #201078)
felton@newellpc.com
CHRISTINE SAID (State Bar #344348)
christine@newellpc.com
NEWELL LAW GROUP PC
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
Telephone: (310) 556-9663

Attorneys for Plaintiffs
**HIDDEN EMPIRE HOLDINGS, LLC;
HYPER ENGINE, LLC; AND DEON
TAYLOR; AND THIRD-PARTY
DEFENDANT ROXANNE TAYLOR**

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

HIDDEN EMPIRE HOLDINGS,
LLC; a Delaware limited liability
company; HYPER ENGINE, LLC; a
California limited liability company;
DEON TAYLOR, an individual,

Plaintiffs,

vs.

DARRICK ANGELONE, an
individual; AONE CREATIVE LLC,
formerly known as AONEE
ENTERTAINMENT LLC, a Florida
limited liability company; and ON
CHAIN INNOVATIONS LLC, a
Florida limited liability company,

Defendants.

CASE NO.: 2:22-cv-06515-MWF-AGR
(Hon. Michael W. Fitzgerald, Dept. 5A)

**PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION IN LIMINE
#4 RE PLAINTIFFS' CLAIMS FOR
DAMAGES (DKT. # 215)**

Complaint Filed: September 12, 2022
Trial Date: January 13, 2026

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 **I. INTRODUCTION**

2 Plaintiffs HIDDEN EMPIRE HOLDINGS, LLC (“HEFG”); HYPER
3 ENGINE, LLC; and DEON TAYLOR (“Mr. Taylor”) (collectively, “Plaintiffs”)
4 submit the following opposition to Defendants DARRICK ANGELONE (“Mr.
5 Angelone”), AONE CREATIVE LLC (“AONE”), and ON CHAIN
6 INNOVATIONS LLC’s (“ON CHAIN”) (collectively, “Defendants”) Motion in
7 Limine (“Motion”) #4 to preclude Plaintiffs from testifying on their damages
8 without a computation or breakdown.
9

10 **II. FACTUAL CONTENTIONS**

11 On April 26, 2012, Hidden Empire Film Group LLC, an entity affiliated
12 with HEFG, engaged AONE, an entity owned by Mr. Angelone, to design,
13 develop, and manage HEFG’s websites and related media properties. Mr.
14 Angelone helped set up the HEFG Google Workspace account using the
15 hiddenempirefilmgroup.com domain and was engaged by HEFG to be solely
16 responsible for the maintenance of that account. As the creator of the HEFG
17 Google Workspace, Mr. Angelone was the “super administrator” of the HEFG
18 Google Workspace. Angelone ceased his services with Plaintiffs on in August of
19 2022.
20

21 On October 10, 2022, Ms. Taylor’s HEFG Google Workspace Account
22 was deleted. A search conducted into the audit logs for HEFG’s Google
23 Workspace account will show an IP address having logged onto HEFG’s Google
24
25
26
27
28



1 Workspace account on October 10, 2022, when Ms. Taylor’s old HEFG account
2 was disabled. Plaintiffs’ expert Erin Burke discovered the IP address originated
3 from Mr. Angelone. According to Ms. Burke, this information shows that Google
4 reinstated Mr. Angelone’s administrator privileges, which he used to delete
5 HEFG’s Google Workspace account on October 10, 2022.
6
7

8 Plaintiffs allege that as a result of the foregoing conduct by Mr. Angelone
9 and AOne, they have incurred costs in excess of “Ten Thousand Dollars
10 (\$10,000) for the retention of a forensic consulting firm to investigate the matter.
11 (Id. ¶ 49.) Additionally, Plaintiffs alleged that the costs for the completed
12 investigation exceeded \$100,000. (Id.) Plaintiffs have also alleged that they
13 incurred significant attorneys’ fees in litigation this matter. (Id.) In her declaration
14 in support of Plaintiffs’ Motion for Summary Judgement, Plaintiffs’ expert Erin
15 Burke (“Ms. Burke”) alleged that “FTI’s cybersecurity team spent a total of 114.1
16 hours conducting its work related to this matter and billed \$84,034.35 to
17 Plaintiffs.” (Declaration of Erin Burke In Support of Plaintiffs’ Motion for
18 Summary Judgement (“Burke Decl.”), ¶ 47.)
19
20
21
22
23

24 Defendants did not meet and confer with Plaintiffs’ counsel prior to filing
25 this Motion. (Id.)
26
27
28



1 **III. ARGUMENT**

2 **a. Defendants Failed to Meet and Confer Prior to Filing This**
3 **Motion, in Violation of Local Rule 7-3 and This Court's**
4 **Chamber Rules.**

5 This Motion should be denied due to defense counsel's failure to meet and
6 confer with Plaintiffs' counsel regarding the issues presented herein. This Court's
7 Chamber Rules provide that "[p]rior to filing a motion, counsel shall comply with
8 the requirement of conference of counsel under L.R. 7-3." Rule 7-3 strictly
9 requires moving parties to "first contact opposing counsel to discuss thoroughly,
10 preferably in person, the substance of the contemplated motion and any potential
11 resolution." C.D. Cal. L.R. 7-3.
12

13 Courts routinely deny motions in limine filed without compliance with this
14 rule. *See Johnson v. Nat. Gas Fuel Sys., Inc.*, No. 1:19-CV-00105-SAB, 2024 WL
15 5047209, at *6 (E.D. Cal. Dec. 9, 2024) (denying two of Defendant's motions in
16 limine for "failure to comply with the Court's July 3, 2024 amended pretrial order
17 requiring that the parties engage in meaningful, genuine attempts to meet and
18 confer."); *see also, Halbert v. Cnty. of San Diego*, No. 07CV1607-L (WVG),
19 2011 WL 13356067, at *3 (S.D. Cal. June 27, 2011) (denying defendants' for
20 failure to comply with its perquisite obligations to meet and confer.) This Motion
21 should be no different.
22
23
24
25
26
27
28

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 **b. Plaintiffs' Non-Compliance with Rule 26(e)(1) is Substantially**
2 **Justified.**

3 Any inability on Plaintiff's part to comply with Rule 26(e)(1) and produce
4 the appropriate documents to compute its damages is substantially justified by the
5 erasure of HEFG's Workspace accounts. Regardless of the cause of this deletion
6 (Plaintiffs' expert will show that it was Mr. Angelone), Plaintiffs no longer
7 possess the critical information to allow parties to calculate with reasonable
8 certainty their damages, a consequence that should be excused under Rule 37.
9 See Fed. R. Evid. Rule 37 (c)(1).

10 As Mr. Taylor will testify, Plaintiffs conducted most of their business
11 operations through these electronic accounts. As a result of the erasure, Plaintiffs
12 lost access to pertinent documents like financial records, contracts, and other
13 project files that would have formed the basis of their damages claim. The records
14 also contained sensitive banking information and financial information regarding
15 film projects worked on by the parties, which were primarily shared via email
16 communications.

17 Plaintiffs' failure to provide more detailed damages is not willful nor
18 strategic, but merely an unfortunate consequence of the destruction of their
19 evidence. This should constitute sufficient grounds to ameliorate the harshness of
20 Rule 37(c)(1). See *Cook v. San Bernardino Cnty. Sheriff's Deputies*, 2021 WL
21 6102481, at *3 (C.D. Cal. Sept. 20, 2021). Moreover, a court's decision to



1 exclude evidence is discretionary, and the court is given “particularly wide
2 latitude ... under Rule 37(c)(1)” regardless of the Rule 37(e)(1) determination. *Id.*
3
4 at *4. Under these circumstances, the Court should use its discretion and allow
5 Plaintiffs to present their damages claim and any evidence of their accounts
6 deletion as a justification for any determined noncompliance.
7

8 **c. Damages Are Not Speculative Simply Because A Party Cannot**
9 **Provide Computation.**

10 Even if Plaintiffs cannot satisfy Rule 26, it is well acknowledged that
11 certainty as to damages is, in many cases, impossible; as such, damages are not
12 speculative merely because they cannot be calculated with certainty. *Eastman*
13 *Kodak Co. v. Southern Photo Materials Co.*, 273 U.S. 359, 379 (1927); *see also*,
14 *Hetzel v. Baltimore & O.R. Co.*, 169 U.S. 26, 37 (1898)(“All that the law requires
15 is that such damages be allowed as, in the judgment of fair men, directly and
16 naturally resulted from the injury for which suit is brought.”) Rather, damages
17 can be reasonably inferred from circumstantial evidence. *Eastman Kodak Co.*,
18 273 U.S. at 379.
19
20
21
22

23 This is particularly applicable where, as here, a defendant frustrates the
24 discovery and ascertainment of a damages amount through its wrongful conduct.
25 *Id.* (quoting *Hetzel v. Baltimore & Ohio R. R.*, 169 U.S. at 39) (“A defendant
26 whose wrongful conduct has rendered difficult the ascertainment of the precise
27
28



1 damages suffered by the plaintiff, is not entitled to complain that they cannot be
2 measured with the same exactness and precision as would otherwise be possible.)
3

4 Here, Plaintiffs have provided good-faith estimates of their damages
5 despite Defendants' wrongful conduct. (*See generally*, R. Taylor's Decl.; *see*
6 Burke Decl. ¶ 47, *re*: work hours.) This is sufficient to establish proximate loss.
7 *See generally*, *Hetzel v. Baltimore & O.R. Co.*, 169 U.S. at 37; *see also*,
8 *TriPharma, LLC v. First Fruits Bus. Ministry*, No. SACV12404JVSANX, 2013
9 WL 12129386, at *5 (C.D. Cal. Apr. 2, 2013) (Evidence of damages
10 is not precluded merely "because they cannot be calculated with absolute
11 exactness.")
12

13
14
15 Moreover, a District Court for the Central District of California has
16 expressed that a "wrongdoer [should] bear the risk of the uncertainty which his
17 own wrong has created," such that "the greater wrongdoing by a defendant, the
18 more flexibility a plaintiff is afforded in proving damages" *Spin Master, Ltd. v.*
19 *Zobmondo Ent., LLC*, 944 F. Supp. 2d 830, 842–43 (C.D. Cal. 2012); *see also*,
20 *Louis Vuitton S.A. v. Spencer Handbags Corp.*, 765 F.2d 966, 973 (2nd. Cir.
21 1985)("where ... the defendant controls the most satisfactory evidence of sales the
22 plaintiff needs only establish a basis for a reasoned conclusion as to the extent of
23 injury caused by the deliberate and wrongful infringement.") Because Mr.
24 Angelone intentionally deleted Plaintiffs' Workspace. Plaintiffs should not be
25 obligated to meet the higher threshold of proving their damages with specificity.
26
27
28

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



i. The Court's Prior Terminating Sanctions Ruling is Not a Basis to Preclude Plaintiffs' Spoliation Evidence.

Defendants' continued Reliance on the Court's July 17, 2024, Terminating Sanctions Order ("Ruling") to dispute any proffered evidence of Defendants' deletion of Plaintiffs' digital assets is misleading. (*See generally*, Ct. Findings of Fact and Conclusions of Law Denying Terminating Sanctions, Dkt 150.) That Ruling merely found that Plaintiffs' evidence regarding Mr. Angelone's deletion of Plaintiffs' Workspace failed to meet the heightened "clear and convincing evidence" standard to justify terminating sanctions. (*Id.*) However, As applied here, the Court's findings are not dispositive of whether plaintiffs may argue spoliation as a "substantial justification" under Rules 26 and 37, or to Present evidence of the spoliation to the jury to justify or explain why computations are not available.)

To the extent that Defendants are found liable for tampering with, destroying, erasing, wiping, hindering, or directly or indirectly causing Plaintiffs to lose access to their Google Workspace Account and their financial records, this Court should still allow Plaintiffs to present their damages to the jury. This Court should DENY Defendants' Motion.

d. Plaintiffs' Individual Testimony is Appropriate Under Federal Rules of Evidence 701 and 602.

Defendants only cite to Rule 702-703 (dictating expert opinion) as a basis to limit Plaintiffs' lay testimony regarding any "inflammatory" or "uncomputed"



1 damages. (Defs’ Motion, p. 6.) However, Plaintiffs’ lay testimony is based on
2 their personal experience from managing their business and recovering from
3 Defendants’ misconduct; thus, it is appropriate and admissible. Fed. R. Evid. 602
4 and 701; *see RG Abrams Ins. v. L. Off. of C.R. Abrams*, 2024 WL 5372397, at *1
5 (C.D. Cal. Nov. 22, 2024)(citing FRE 701, adv. comm. note, 4 (2000))(business
6 owners are qualified to testify about their companies’ projected profits or losses
7 due to their “particularized knowledge ... by virtue of [their] position in the
8 business.”); *Cf. Pet Food Exp. Ltd. v. Royal Canin USA, Inc.*, 2011 WL 6140874,
9 at *11-12 (N.D. Cal. Dec. 8, 2011) (allowing executive's testimony because his
10 predictions were based on his own personal experience running the company.

11 **e. Defendants Have Not Shown Unfair Prejudice Under Rule 403.**

12 Defendants have failed to demonstrate that any purported prejudice arising
13 from Plaintiffs’ testimony *substantially* outweighs its probative value, as
14 required by FRE 403. Fed. R. Evid. 403. Mere suggestions that the subject
15 testimony will cause “unfair prejudice” and will evoke the jury’s emotions is
16 insufficient to justify exclusion under Rule 403.

17 General concerns about the emotional impact of testimony like “we lost ten
18 years of everything” on the jury do not necessarily outweigh the probative nature
19 of Plaintiffs’ testimony. Plaintiffs’ damages theory is supported by multiple
20 testimonies, documentary evidence, and a factual explanation regarding the
21 erasure of their accounts. Thus, the presence of prejudice is expected, but not
22
23
24
25
26
27
28



1 compelling enough to warrant exclusion. *See United States v. Abel*, 469 U.S. 45,
2 50 (1984) (“Relevant evidence is inherently prejudicial; but it is only unfair
3 prejudice, substantially outweighing probative value, which permits exclusion
4 under Rule 403.”)
5

6
7 Additionally, Defendants’ claim that they would be unfairly prejudiced by
8 the admission of round-number figures due to their inability to “test or rebut”
9 such numbers is belied by their own admission that “banks and vendors later
10 produced those same categories of documents.” (Defs’ Motion, p. 4.) This
11 means that Defendants or in possession of the underlying data and have ample
12 time to prepare and understand the contours of their exposure.
13

14
15 Because the probative nature of the testimony this Motion seeks to exclude,
16 and Defendants’ failure to articulate and meet the standard under Rule 403,
17 Defendants’ Motion on these issues should be denied.
18

19
20
21
22
23
24
25
26 ///

27 ///

28 ///



1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiffs respectfully request that the Court
3
4 DENY Defendants' Motion in Limine #4.

5 Dated: December 9, 2025

NEWELL LAW GROUP PC

7
8 /s/ Felton T. Newell

9
10 Attorneys for Plaintiffs

11 **HIDDEN EMPIRE HOLDINGS, LLC;**
12 **HYPER ENGINE, LLC; AND DEON**
13 **TAYLOR; AND THIRD-PARTY**
14 **DEFENDANT ROXANNE TAYLOR**

15
16
17
18
19
20
21
22
23
24
25
26
27
28
NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



DECLARATION OF FELTON T. NEWELL

I, Felton T. Newell, declare as follows:

1. I am the co-managing Shareholder at Newell Law Group PC, counsel of record for Plaintiffs in this action. This Declaration is in support of Plaintiffs' Opposition of Defendants' Motion in Limine #4 Regarding Plaintiffs' Claims For Damages ("Motion").

2. The facts set forth in this declaration are based on my personal knowledge, except where otherwise noted, and, if called to testify, I could and would competently testify thereto.

3. Defendants filed this Motion on December 1, 2025. Defendants did not meet and confer with Plaintiffs' counsel prior to filing this Motion.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 9, 2025 at Los Angeles, California.

/s/ Felton T. Newell
Felton T. Newell

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663

